

09/16/2021

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORKU.S. EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

LIBERTY EVENTS, LLC d/b/a LIBERTY)
WAREHOUSE; MDO DEVELOPMENT)
CORPORATION d/b/a THE WATER CLUB)
and LIBERTY WAREHOUSE; DIRCKSEN &)
TALLEYRAND, INC. d/b/a THE RIVER)
CAFÉ; and P S DEVELOPMENT, LLC d/b/a)
PERSHING SQUARE,)Defendants.)
_____)

No. 20 Civ. 4631 (EK) (RER)

U.S.
DISTRICT
COURT
EASTERN
DISTRICT OF
NEW YORK
BROOKLYN
OFFICE**CONSENT DECREE**

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC” or the “Commission”) brought this action against Defendants Liberty Events, LLC d/b/a Liberty Warehouse (“Liberty Warehouse”), MDO Development Corporation d/b/a The Water Club and Liberty Warehouse (“The Water Club”), Dirksen & Talleyrand, Inc. d/b/a The River Café (“The River Café”), and P S Development, LLC d/b/a Pershing Square (“Pershing Square”) (collectively, “Defendants”), under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of sex and retaliation, and to provide appropriate relief to Charging Party Estefany Lucero (“Charging Party”) and a class of women kitchen staff who were subjected to sex discrimination, sexual harassment, and/or retaliation (the “Litigation”).

In consideration of the mutual promises of each Party to this Consent Decree (the “Decree”), the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PART I GENERAL PROVISIONS

Section 101 Purpose of this Decree

A. EEOC and Defendants (collectively, the “Parties”) desire to settle this action, and therefore do hereby stipulate and consent to entry of this Decree as final and binding between the Parties, including Defendants’ successors, assigns, subsidiaries, and any other entity with which Defendants may merge or consolidate.

B. The Decree resolves all claims asserted in EEOC’s Complaint and the underlying EEOC Charge of Discrimination No. 520-2019-02383 and its amendment, which served as the statutory precondition to filing suit. This Decree in no way affects EEOC’s right to process any pending or future charges that may have been or will be filed against Defendants, or to commence civil actions on any such charges.

C. EEOC and Defendants agree that this Court has jurisdiction over the subject matter of the Litigation and the Parties, that venue is proper, and that all administrative prerequisites have been met. No Party will contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

D. The terms of this Decree represent the full and complete agreement of the Parties. The Parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court, and stipulate that no such findings or conclusions have been made.

E. Defendants deny all of the allegations set forth in the Complaint and Amended Complaint, deny all liability, and are pursuing voluntary settlement to avoid the cost and delay of further litigation.

Section 102 Definitions

A. **Days.** All time periods counted in days refer to calendar days, not business days.

B. **Effective Date.** The “Effective Date” is the date this Decree is docketed by the clerk of court after it is signed by and/or so ordered by the Court.

Section 103 Term of the Decree

The Decree will remain in effect for a period of three (3) years and six (6) months from the Effective Date (“Term”). The Decree will not expire while any enforcement action is pending.

Section 104 Applicability of Decree to Successors and Assigns or Upon Purchase, Merger or Consolidation

A. The terms of this Decree are and shall be binding on the present and future directors, officers, managers, agents, successors, and assigns of Defendants.

B. Before any Defendant engages in any transfer of its business or its assets, it shall provide written notice of this lawsuit and a copy of the Complaint and this Decree to any potential purchaser of its business or assets, and to any potential successors, assigns, or affiliates, including any entity with which that Defendant may merge or consolidate. That Defendant will provide written notice to EEOC twenty-one (21) days before any sale or transfer of its business or assets, or a transfer of substantially all of its business or assets.

Section 105 Amendments to this Decree

By mutual consent of the Parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree’s provisions. No waiver, modification, or

amendment of any provision of this Decree will be effective unless made in writing, approved by all Parties to this Decree, and approved or ordered by the Court.

Section 106 Severability

If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the Parties. The provisions of this Decree which are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the Parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of the Parties as expressed in this Decree would be undermined.

Section 107 Breach of Decree

A breach of any term of this Decree by any Defendant will be deemed a material and substantive breach of this Decree. Nothing in this Decree will be construed to preclude EEOC from bringing proceedings to enforce this Decree if any Defendant fails to perform any of the terms contained herein. This Decree will be construed by this Court under applicable federal law.

Section 108 Notices

Except as otherwise provided for in this Decree, all notifications, reports, and communications to the Parties required under this Decree will be made in writing and will be sufficient as emailed to the following persons (or their designated successors):

For EEOC:	Liane Tai Rice
	Trial Attorney
	U.S. Equal Employment Opportunity Commission
	33 Whitehall St., 5th Floor
	New York, NY 10004
	Email: liane.rice@eeoc.gov

and decreemonitor.nydo@eeoc.gov

For Defendants:

Mary Ellen Donnelly, Esq.
Bond, Schoeneck & King, PLLC
600 Third Avenue, 22nd Floor
New York, New York 10016
Email: mdonnelly@bsk.com

Any Party may change such addresses by written notice to the other Parties setting forth a new address for this purpose.

PART II INJUNCTIVE RELIEF

Section 201 Injunctions

A. Each Defendant, its managers, officers, agents, and any other person or entity acting on behalf of a Defendant, are hereby enjoined from sexually harassing employees, subjecting them to a hostile work environment based on sex, or premising continued employment, raises, bonuses, or other terms, conditions, or benefits of employment on their acquiescence to such conduct.

B. Each Defendant, its managers, officers, agents and any other person or entity acting on behalf of a Defendant, are hereby enjoined from retaliating against any employee, including former employees, for asserting his or her rights under Title VII of the Civil Rights Act of 1964 or otherwise engaging in protected activity, including by:

1. retaliating against Charging Party, any claimant, or any current or former employee who complains of discrimination, opposes practices that person considers to be unlawfully discriminatory, files a charge of discrimination, complains about or reports discrimination or retaliation, or provides testimony or assistance with a complaint of discrimination or retaliation;
or

2. providing a negative review of a current or former employee's job performance or a negative or unflattering job reference to an outside employer or other third party because the employee engaged in a protected activity.

Section 202 Non-Discrimination Policy and Complaint Procedure

A. Within twenty-one (21) days of the Effective Date, Liberty Warehouse and The Water Club will adopt anti-discrimination policies and complaint procedures ("Policies and Procedures"), attached as Exhibit A, setting forth their commitment to equal opportunity in all aspects of employment and, at a minimum, containing the following:

1. a detailed explanation of the prohibition against sex discrimination and retaliation, not limited to sexual harassment, and including discrimination in the form of a hostile work environment;
2. a statement that they will not tolerate discrimination or retaliation in the setting of wages, raises, or weekly schedules;
3. the assurance that they will not retaliate against employees who complain of discrimination, who oppose practices they consider to be unlawfully discriminatory, and/or who participate in protected activity or who provide information related to complaints of discrimination;
4. a clearly described complaint process that provides accessible avenues of complaint with a number of choices of individuals (identified by name and/or job title, and including contact information) to whom complaints can be made, including persons outside the employee's chain of command, and persons who speak Spanish or who have access to professional

Spanish translation services, which will be used when taking complaints, conducting interviews, and communicating about investigations with persons whose primary language is Spanish;

5. the assurance that they will accept any and all complaints from employees who wish to file complaints internally;
6. the assurance that the filing of anonymous complaints is permitted and that, where complaints are not filed anonymously, they will keep confidential to the extent possible and not publicize unnecessarily the subject matter of the complaints and the identity of the complainants;
7. a process that provides a prompt, thorough, and effective investigation, including, to the extent necessary to reach a reasonable conclusion concerning the allegations, interviewing complainant, interviewing the individual about whom the complaint was made, interviewing witnesses, and obtaining and reviewing all material documents identified during the investigation;
8. a requirement that all aspects of an investigation be thoroughly documented in written form;
9. identification (by name and/or job title, and including contact information) of the person responsible for investigating complaints;
10. assurance that upon completion of the investigation, the complainant and the respondent will promptly receive a summary of the conclusions reached as a result of the investigation;

11. the assurance that they will take prompt and appropriate corrective action when they determine that discrimination or retaliation has occurred; and
12. an explanation of employees' rights to file a charge of discrimination and retaliation with EEOC, and to do so without retaliation.

B. Within twenty-one (21) days of the Effective Date, Liberty Warehouse and The Water Club will issue the Policies and Procedures, by email or in paper copy, to all employees with the Letter required by Section 206. Liberty Warehouse and The Water Club will provide the Policies and Procedures, by email or in paper copy, to all new employees and employees who return from furlough within seven (7) days of their hire or return.

C. Within twenty-one (21) days of the Effective Date, Liberty Warehouse and The Water Club will include the Policies and Procedures in their Employee Handbooks.

D. Liberty Warehouse and The Water Club will have the Policies and Procedures translated into Spanish will provide a Spanish-language copy, by email or on paper, to any employee whose primary language is Spanish or who requests a Spanish-language copy.

E. At least thirty (30) days prior to making any revision to the Policies and Procedures, other than for a new change in the law, Liberty Warehouse and The Water Club will submit a copy of the proposed revisions to EEOC for review for compliance with this Decree.

F. References to Policies and Procedures in this Decree is not a representation by EEOC that Defendants have been or currently are in compliance with federal anti-discrimination laws.

Section 202.1 Non-Discrimination Policy and Complaint Procedure for The River Café and Pershing Square

Defendants The River Café and Pershing Square have, prior to the finalization of this Decree, adopted and will continue to have, a Sexual Harassment Policy, anti-discrimination

policies, and complaint procedures, which were reviewed by the EEOC. References to these policies and procedures is not a representation by EEOC that Defendants have been or currently are in compliance with federal anti-discrimination laws.

Section 203 Training

A. Within sixty (60) days of the Effective Date, Liberty Warehouse and The Water Club will provide all of their managers, supervisors, and Human Resources employees with no less than two (2) hours, and thereafter, on an annual basis throughout the Term, no less than one (1) hour of training on laws prohibiting employment discrimination, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Equal Pay Act, and the Genetic Information Nondiscrimination Act. The content of the training will include: a review of the Policies and Procedures prohibiting discrimination and retaliation, the complaint and investigation procedures (including identification of the person(s) who will receive complaints and who will conduct investigations), and the disciplinary policy for employees who engage in discriminatory or retaliatory behavior; an instruction to attendees that if they witness or learn of possible incidents of discrimination or retaliation, they are required to immediately report it to a person designated by the Policies and Procedures to receive complaints; a statement that owners, executives, managers, supervisors, and Human Resources employees must set the tone for the enforcement of the Policies and Procedures; an acknowledgment of employees' rights to file complaints with EEOC and state or local agencies; and confirmation that employees who engage in discrimination or retaliation will be disciplined. The form of the training will include: interactive components; examples of prohibited conduct, including specific examples of sexual harassment, a hostile work environment based on sex, and retaliation in the context of a restaurant or event

space workplace; a question and answer period; and contact information for attendees to ask questions after the training has concluded. Defendants and Liberty Warehouse will provide the two-hour training, live, by webcast, or pre-recorded, to all managers, supervisors, and Human Resources employees who return from furlough or who are newly hired within thirty (30) days of that individual's return, hire, appointment, and/or assumption of managerial or supervisory responsibilities.

B. Within sixty (60) days of the Effective Date, Liberty Warehouse and The Water Club will provide any employee responsible for investigating discrimination or retaliation complaints with no less than two (2) hours of training on conducting workplace investigations. The content of the training will include: maintaining confidentiality, interviewing skills, identifying witnesses and evidence, documenting the investigation, avoiding retaliation, and remedial actions. The form of the training will include: interactive components; a question and answer period; and contact information for attendees to ask questions after the training has concluded. Within thirty (30) days of reinstating, hiring, promoting, or assigning any other person to a role with responsibility for investigating discrimination or retaliation complaints, and prior to allowing that person to conduct such investigations, Liberty Warehouse and The Water Club will provide that person with this training, either live, by webcast, or pre-recorded.

C. Within seventy-five (75) days of the Effective Date and then on an annual basis throughout the Term, Liberty Warehouse and The Water Club will provide all of their non-supervisory employees with no less than one (1) hour of training on laws prohibiting employment discrimination, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Equal Pay Act, and the Genetic Information Nondiscrimination Act. The content of the training

will include: a review of the Policies and Procedures prohibiting discrimination and retaliation, the complaint and investigation procedures (including identification of the person(s) who will receive complaints and who will conduct investigations), and the disciplinary policy for employees who engage in discriminatory or retaliatory behavior; an acknowledgment of employees' rights to file complaints with EEOC and state or local agencies; and confirmation that employees who engage in discrimination or retaliation will be disciplined. The form of the training will include: interactive components; examples of prohibited conduct, including specific examples of sexual harassment, a hostile work environment based on sex, and retaliation in the context of a restaurant or event space workplace; a question and answer period; and contact information for attendees to ask questions after the training has concluded. Liberty Warehouse and The Water Club will provide this training, live, by webcast, or pre-recorded, to all non-supervisory employees who return from furlough or who are newly hired within thirty (30) days of that individual's return or hire. Liberty Warehouse and The Water Club will offer this training to all non-supervisory employees in Spanish or have a Spanish language translator present for employees whose primary language is Spanish.

D. The training programs required by this Section may be conducted in person or by webcast. Liberty Warehouse and The Water Club have provided the training agendas, training materials, and curriculum vitae of the trainers to EEOC prior to the finalization of this Decree. At least thirty (30) days prior to any scheduled training under this Section, Liberty Warehouse and The Water Club will provide EEOC with copies of any revisions to the training agendas, training materials, or trainers (including their curriculum vitae).

E. In addition to the training required by Section 203(A), within thirty (30) days of the Effective Date, Liberty Warehouse will provide Chef Encarnacion Fernandez with in-person,

one-on-one training. Liberty Warehouse provided the training agenda, training materials and curriculum vitae of the trainer to EEOC prior to the finalization of this Decree. The training will include, at a minimum:

1. Two (2) hours of training on workplace civility and preventing an abusive workplace (including components on verbal abuse, physical abuse, and bullying in the workplace), with a focus on training Fernandez on the skills of respectful communication and employee management; and
2. Two (2) hours of training covering the following topics: recognizing and prohibiting sex stereotypes in the workplace; recognizing and prohibiting sex discrimination in the terms and conditions of employment, including in job tasks; not engaging in or permitting sexually harassing conduct, whether verbal or physical; not engaging in or permitting quid pro quo sexual harassment; not engaging in or permitting retaliation; the psychological impact of sex discrimination and sexual harassment on employees; and the legal and financial consequences of employment discrimination, for employers and individuals, under federal and state law.

F. Liberty Warehouse and The Water Club will maintain documentation regarding all trainings provided under this Section, including copies of the agendas, materials, the curriculum vitae of the trainer(s), and signed attendance lists identifying the date of each training and the name and job title of all attendees.

G. Reference to the training in this Decree is not a representation by EEOC that Defendants have been or currently are in compliance with federal anti-discrimination laws.

Section 203.1 Training for Pershing Square and The River Café

Pershing Square and The River Café will conduct annual sexual harassment, anti-discrimination, and complaint procedure training for all supervisory and non-supervisory employees. Their training materials have been reviewed by the EEOC.

Section 204 Oversight of Chef Encarnacion Fernandez

A. Fernandez will not have sole authority to hire or fire employees, to set their initial rates of pay, or to grant raises, and any recommendations he makes as to these actions must be reviewed and approved by Defendants' Human Resources Manager or Controller, with the reason recorded in writing and saved in the employee's personnel file. All hiring interviews for positions supervised by Fernandez will be attended by Andrea Olaya, Salesperson, Christian Feglia, Maitre'd, or Felipe Polanco, Steward.

B. The weekly assigned work schedule for employees supervised by Fernandez will be submitted, on a weekly basis, to Defendants' Human Resources Manager, Brendan McGinn.

C. If after investigation, Liberty Warehouse determines that Fernandez has engaged in any behavior that violates the Policies and Procedures, including but not limited to sex discrimination, sexual harassment, and/or retaliation, Liberty Warehouse will immediately terminate his employment. Liberty Warehouse will inform Fernandez of this provision of the Consent Decree verbally and in writing. This provision does not prejudice the right of any employee to file a claim of discrimination or take any other legal action.

D. The provisions of Sections 203 and 204 that are specific to Fernandez will not apply if Fernandez is no longer employed by any Defendant.

Section 205 Notice of Lawsuit and Resolution

Within seven (7) days of the Effective Date, Defendants will conspicuously post and maintain a “Notice of Lawsuit and Resolution” (attached as Exhibit B), in English and Spanish, in a prominent place where employee notices are posted, in each location of Defendants’ businesses. This Notice will remain posted for the Term of the Decree.

Section 206 Provision of Notice and Letter to Employees

Within twenty-one (21) days of the Effective Date, Defendants will provide to all employees, by email or on paper, a Letter, in English and Spanish (attached as Exhibit C), that affirms Defendants’ commitment to maintaining a work environment free of discrimination and retaliation, notifies employees of their policies and procedures concerning employment discrimination, and encloses a copy of those policies and procedures. Defendants will provide the Letter (Exhibit C) and copy of their policies and procedures, by email or on paper, to all employees who return from furlough or are newly hired within twenty-one (21) days of their return or hire. Additionally, Liberty Warehouse will include with all mailings of the Letter a copy of the Notice of Lawsuit and Resolution (Exhibit B).

Section 207 EEO Posters

Defendants will post and maintain EEO posters, in English and Spanish, in places visually accessible to job applicants and employees as required by federal regulations.

Section 208 Monitoring and Reporting

A. EEOC may monitor compliance with the Decree through inspection of Liberty Warehouse’s premises and records, and interviews with its employees, Defendants’ Human Resources Manager, or Defendants’ Controller. The EEOC will notify Defendants’ counsel to arrange such actions, unless EEOC determines that there is a threat of immediate harm to the

public interest. Defendants will make available for inspection and copying any records related to this Decree upon request by EEOC.

B. Within twenty-one (21) days of the Effective Date, Defendants will provide to EEOC the written certification by a person with personal knowledge that Defendants have complied with Section 202 (Non-Discrimination Policy and Complaint Procedure), Section 204 (Oversight of Chef Encarnacion Fernandez), Section 205 (Notice of Lawsuit and Resolution), Section 206 (Provision of Notice and Letter to Employees), and Section 207 (EEO Posters) of the Decree.

C. Within ninety (90) days of the Effective Date, Liberty Warehouse and The Water Club will provide to EEOC the written certification by a person with personal knowledge that Defendants have complied with Section 203 (Training) of the Decree and will provide copies of the signed attendance lists as described in that section. Liberty Warehouse and The Water Club will identify, by full name and job title, any individual who did not receive training as required by Section 203 (Training).

D. Every six (6) months following the Effective Date, Liberty Warehouse and The Water Club will provide a report containing the following:

1. The written certification by a person with personal knowledge that Defendants have continued to comply with Section 202 (Non-Discrimination Policy and Complaint Procedure), Section 203 (Training), Section 204 (Oversight of Chef Encarnacion Fernandez), Section 205 (Notice of Lawsuit and Resolution), Section 206 (Provision of Notice and Letter to Employees), and Section 207 (EEO Posters) of the Decree;

2. If the Policies and Procedures were revised during the prior six months due to a change in the law, a copy of the revised Policies and Procedures;
3. Copies of the signed attendance lists as described in Section 203 (Training) for all trainings provided during the prior six months, unless previously provided;
4. Identification, by full name and job title, of any individual who did not receive training as required by Section 203 (Training) during the prior six months; and
5. Identification of any verbal or written complaints of sex discrimination or retaliation from Liberty Warehouse's or The Water Club's employees or job applicants, which were received, pending or closed during the prior six months. The report will include (1) the full name and job title of the complainant, (2) the full name and job title of the alleged wrongdoer(s), (3) the date of the complaint, (4) a description of the complaint, (5) a description of the steps taken by Liberty Warehouse or The Water Club to investigate the complaint, including identification of witness(es) interviewed, and (6) the findings of the investigation and any remedial action taken by Liberty Warehouse or The Water Club, including the identification, by full name and job title, of all decisionmakers.
6. Copies of the weekly schedules collected on a monthly basis in accordance with Section 204(B).
7. Copies of the weekly schedules collected in accordance with Section 204(B).

8. Identification of any employee supervised by Fernandez whose employment with Liberty Warehouse terminated in the prior six months, including the employee's name, birthdate, sex, job title, reason for termination, and last known home address, telephone number, and email address.

Section 209 Record Retention

A. Defendants will maintain such records as are necessary to demonstrate their compliance with the Decree and 29 C.F.R. § 1602 *et seq.*, and to verify that the certifications submitted pursuant to the Decree are accurate.

B. For the Term and for one (1) year following the Term, Defendants will maintain all records relating to complaints of discrimination or retaliation, including but not limited to the investigation and remediation of such complaints.

PART III MONETARY RELIEF

Section 301 Monetary Relief to Charging Party and Claimants

A. Within fourteen (14) days of the Effective Date, Liberty Warehouse, through counsel, shall place in an escrow account the total gross sum of one hundred and twenty-five thousand dollars (\$125,000.00) for the purposes of paying monetary relief to Charging Party and to class members whom EEOC, in its sole discretion, has determined suffered unlawful sex discrimination and/or retaliation during their employment as kitchen staff by Liberty Warehouse (the "Claimants"). The money held in this escrow account is a debt owed to and collectible by the U.S. Government, for the benefit of the Charging Party and the Claimants.

B. Within ninety (90) days of the Effective Date, EEOC will identify to counsel for Liberty Warehouse the name, mailing address, and amounts to be distributed from the Fund to

Charging Party and each Claimant. EEOC will specify the portions of each award that will be designated as (1) backpay and (2) compensatory damages for emotional distress and/or interest on backpay.

C. Within fourteen (14) days of EEOC identifying the awards, Liberty Warehouse will issue, to Charging Party and Claimants, separate checks for each award of (1) backpay and (2) compensatory damages for emotional distress and/or interest on backpay. The checks will be sent by mail with a tracking number and signature required. Liberty Warehouse will make all required withholdings from the portion of these payments representing back wages for applicable federal, state, and local income taxes and the employee share of federal payroll taxes. Liberty Warehouse will be responsible for (and may not deduct from the monetary relief) any tax obligation Liberty Warehouse incurs as a result of these payments. Liberty Warehouse will issue to Charging Party and each Claimant a statement identifying the nature and amount of all withholdings. No later than January 31, 2022, Liberty Warehouse will issue to Charging Party and each Claimant an IRS Form W-2 and/or IRS Form 1099, as appropriate. Liberty Warehouse will provide to EEOC, by email, a copy of the checks, withholdings statements, and tax forms at the time they are issued, and will provide the tracking information for the checks at the time they are mailed.

D. If Liberty Warehouse does not comply with any provision in this Section, Defendants The Water Club, The River Café, and Pershing Square shall be jointly responsible for compliance with that provision within three (3) days.

PART IV MISCELLANEOUS PROVISIONS

Section 401 Signatures

Each signatory to this Decree represents that (s)he is fully authorized to execute this Decree and to bind the parties on whose behalf (s)he signs.

Section 402 Expenses, Attorneys' Fees, and Costs

Each Party shall bear its own expenses, attorneys' fees, and costs.


Section 403 Enforcement of Decree

A. If EEOC has notified Defendants in writing not less than fifteen (15) days in advance of the expiration of this Decree that Defendants are not in compliance with any sections of this Decree, Defendants' obligations under this Decree will remain in effect until EEOC or the Court determines that Defendants are in compliance.

B. The Court will retain jurisdiction over this action for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein. Upon signature and approval by the Court, the matter may be administratively closed but will not be dismissed.

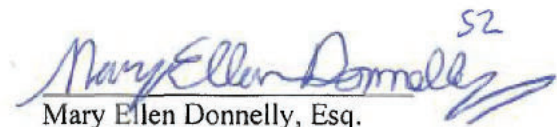
APPROVED IN FORM AND CONTENT:

For Plaintiff EEOC:

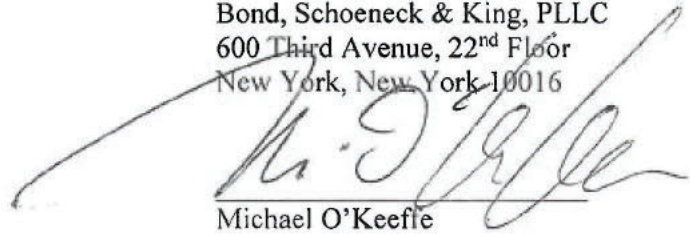


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Michael O'Keefe

SO ORDERED, ADJUDGED AND DECREED this 15 day of September, 2021.

s/Eric Komitee
United States District Judge

EXHIBIT A

LIBERTY EVENTS' DISCRIMINATION AND SEXUAL HARASSMENT POLICY

Liberty Events ("Company") is strongly committed to maintaining a work environment that is free from unlawful discrimination and harassment based on an individual's race, color, ancestry, religion, sex, gender, gender identity or expression, transgender status, national origin, age, creed, physical or mental disability, citizenship status, marital or familial status, caregiver status, pregnancy, sexual orientation, veteran or military status, genetic predisposition or carrier status, status as a victim of domestic violence, sex offenses or stalking, or any other classification protected by federal, state or local law.

Discrimination and Harassment on the basis of any of these characteristics is strictly prohibited and will not be tolerated.

Improper Discrimination is the differential treatment of an individual based on an individual's race, color, ancestry, religion, sex, gender, gender identity or expression, transgender status, national origin, age, creed, physical or mental disability, citizenship status, marital or familial status, caregiver status, pregnancy, sexual orientation, veteran or military status, genetic predisposition or carrier status, status as a victim of domestic violence, sex offenses or stalking, or any other classification protected by federal, state or local law. Examples of discriminatory conduct based on an individual's protected characteristics include adverse employment actions, such as termination, demotion, denial of raises, lower wages, and scheduling changes.

Improper harassment means unwelcome conduct whether verbal, physical, or visual that affects tangible job benefits, interferes with an individual's work performance and/or creates an intimidating, hostile or offensive working environment. No form of discriminatory treatment and/or improper harassment of our employees by anyone, including managers, supervisors, co-workers or non-employees will be tolerated by the Company.

SEXUAL HARASSMENT PREVENTION

The Company is committed to maintaining a work environment free from unlawful sexual harassment, which is a form of employment discrimination. The Company prohibits sexual harassment of its employees, non-employees, interns and visitors. Sexually harassing conduct in the workplace, whether physical or verbal, committed by employees, supervisors, interns, temporary workers, individuals providing services to the Company in the workplace, or anyone with whom the Company does business, is strictly prohibited and will not be tolerated.

What is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment includes unwelcome conduct that is of a sexual nature or directed at an individual because of that individual’s sex when:

- such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating a hostile work environment, even if the complaining individual is not the intended target of the sexual harassment;
- such conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment; or
- such conduct has the purpose or effect of treating an individual unequally or less well than others with regard to a term or condition of employment.

A sexually harassing hostile work environment can consist of unwanted sexual advances, threats, derogatory comments, signs, jokes, pranks, intimidation, physical contact, violence, or other conduct which is of a sexual nature, or which is directed at an individual because of that individual’s sex, or where the conduct alters the terms of employment for the individual subject to the harassment as set forth above. It makes no difference if the individual engaging in such conduct is “just joking” or “teasing” or “playful.”

Sexual harassment can also occur when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Examples of Sexual Harassment

The following is a non-exhaustive list of some of the types of acts that may constitute sexual harassment:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employees’ body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person’s sexuality or sexual experience.
- Written conduct such as authoring threatening, derogatory or offensive letters, e-mails, text messages, or social media posts.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:

- Displaying pictures, videos, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes sexual displays on Employer-issued or personal computers, cell phones or tablets in the workplace or to anyone covered by this Policy.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender.

Who Can Be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker, or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself, such as the kitchen or event space. It can occur while employees are traveling for business or at Company-sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or during non-work hours.

RETALIATION

Retaliation includes any conduct, whether or not in the workplace or employment-related, which might deter a reasonable person from making or supporting a charge of discrimination or harassment and is directed at someone who engages in protected activity. Protected activity includes opposing a discriminatory practice, making a good faith report of a suspected violation of this policy, filing a harassment complaint, participating in an investigation or proceeding of such a report or complaint, or encouraging a fellow employee to make a report.

Retaliation against an individual who makes a good-faith complaint about discriminatory harassment and/or sexual harassment or what they believe to be a violation of this policy, or who participates in an investigation into alleged harassment is strictly prohibited and will not be tolerated. Anyone who engages in retaliation prohibited by this policy will be subject to disciplinary or other corrective action, up to and including termination of employment, in accordance with applicable law.

COMPLAINT PROCEDURE

Preventing sexual harassment and/or discrimination is everyone's responsibility. The Company cannot prevent or remedy sexual harassment and/or discrimination unless it knows about it. Any employee who has been subjected to behavior that may constitute sexual harassment and/or discrimination is encouraged to report such behavior to a supervisor, manager or Human Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment and/or discrimination should report such behavior to a supervisor, manager or the Human Resources Department, specifically Brendan McGinn, 555 Madison Avenue, Suite 570, New York, New York 10022 or 917-472-0765. To make a complaint in Spanish, the employee should contact Andrea Olaya, Sales Manager at Liberty Events, 347-9873121.

Reports of sexual harassment and/or discrimination may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment and/or discrimination on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

SUPERVISORY RESPONSIBILITIES

All supervisors and managers who receive a complaint or information about suspected discrimination, sexual harassment or other harassment, observe what may be sexually harassing behavior or other harassing behavior, or for any reason suspect that discrimination, sexual harassment or other harassment is occurring, are required to internally report such suspected discrimination and/or sexual harassment to the Human Resources Department, including Brendan McGinn, Human Resource Manager.

In addition to being subject to discipline for engaging in discriminatory and/or sexually harassing conduct, supervisors and managers will be subject to discipline for failing to report suspected discrimination, sexual harassment or other harassment, or otherwise knowingly allowing discrimination, sexual harassment or other harassment to continue.

INVESTIGATION OF DISCRIMINATION/HARASSMENT

The Company will conduct an investigation into all reports, complaints or other information about suspected discrimination and/or harassment, whether the information was reported in verbal or written form. Complaints may be submitted anonymously. Brendan McGinn, Human Resources, is responsible for conducting the investigation and can be contacted at 555 Madison Avenue, Suite 570, New York, New York 10022 or 917-472-0765.

Investigations will be conducted in as timely and thorough a manner as possible commensurate with the nature of the complaint and will be confidential to the extent possible. Upon receiving a complaint, Company will conduct a review of the allegations and if appropriate put interim measures in place for the investigation. The individual bringing the complaint, and the victim if that person is not the complainant, will each be given an opportunity to present their version of events and any relevant evidence to the investigator. Anyone accused of discrimination and/or sexual harassment will be informed of the allegations against them and will be given an opportunity to present their version of events and any relevant evidence to the investigator. The investigation may also include reviewing documentation and other evidence, and interviewing other individuals identified as witnesses to the alleged harassment or who may otherwise have information relevant to the allegations being investigated.

All employees and other individuals covered under this Policy are required to cooperate with the Company's investigation into suspected discrimination and/or sexual harassment and are required to provide truthful and complete answers to questions asked of them by the investigator. Everyone involved in the reporting and investigation of discrimination and/or sexual harassment are obligated to keep the information pertaining to the investigation confidential to the maximum extent possible, to protect the privacy of those involved in the investigation and to allow the Company to conduct an objective and appropriate investigation.

If the Company's investigation is conclusive and prohibited discrimination, retaliation, and/or sexual harassment is found to have occurred, appropriate disciplinary or other corrective action will be taken in a timely manner and appropriate measures will be taken to deter any future harassment.

Once the investigation is complete and a determination has been made, the determination will be communicated to the individual who complained, the victim of the harassment (if the victim is not the individual who made the complaint), and the accused harasser. The investigation and its findings will be documented in writing.

LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Discrimination and sexual harassment are not only prohibited by the Company, but are also prohibited by state, federal, and local law.

In addition to the procedures described in this policy, if the sexual harassment involves potential criminal conduct such as physical touching, coerced physical confinement or coerced sex acts, it may be appropriate to report such conduct to the local police department.

Individuals may also bring complaints to the U.S. Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights ("NYSDHR"), the New York City Commission on Human Rights, or in court within the time periods required by law.

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act (42 U.S.C. § 2000e *et seq.*). A discrimination complaint can be filed with the EEOC within 300 days from the conduct giving rise to the complaint. The EEOC investigates complaints and may pursue a claim in federal court on behalf of the complaining party or issue a Right to Sue Letter that allows an individual to pursue his/her claims in federal court. Federal courts may

award remedies if discrimination is found to have occurred, which may include reversing an unlawful employment action, and paying monetary damages and attorneys' fees. The EEOC can be contacted by calling (800) 669-4000, (800)-669-6820 (TTY), or at its website www.eeoc.gov. The NYSDHR enforces the New York State Human Rights Law (N.Y. Executive Law, art. 15, § 290 *et seq.*), which prohibits sexual harassment in employment in New York State and protects employees and other individuals working in an employer's workplace. A complaint alleging a violation of the Human Rights Law may be filed either with the NYSDHR subject to a one-year statute of limitations, or in New York State Supreme Court subject to a three-year statute of limitations. If unlawful discrimination is found, the NYSDHR or the court may award relief, which may include requiring the employer to take action to stop the harassment, to redress the damage caused, including reversing an unlawful employment action, and paying monetary damages, and civil fines. The NYSDHR can be contacted at (888) 392-3644 or at its website www.dhr.ny.gov.

Many localities enforce laws protecting individuals from sexual harassment and discrimination. For example, the New York City Human Rights Law, which is enforced by the New York City Commission on Human Rights (www.nyc.gov/humanrights), may provide protections to individuals who work within New York City and award relief (including requiring the employer to take action to stop the harassment, to redress the damage caused, including reversing an unlawful employment action, and paying monetary damages, attorneys' fees, and civil fines) if unlawful discrimination is found to have occurred.

HARASSMENT AND SEXUAL HARASSMENT POLICY ACKNOWLEDGMENT
FORM

By my signature below, I hereby certify that I have received Liberty Events' Harassment and Sexual Harassment Policy and that I have read and understood the policy. I understand that I will be subject to the provisions of that policy.

I UNDERSTAND THAT I WILL NOT BE SUBJECT TO DISCIPLINARY ACTION OR ANY FORM OF RETALIATORY TREATMENT FOR MAKING A TRUE AND ACCURATE REPORT OF INAPPROPRIATE CONDUCT THAT MAY CONSTITUTE UNLAWFUL WORKPLACE HARASSMENT OR DISCRIMINATORY CONDUCT THAT MAY CONSITUTE UNLAWFUL DISCRIMINATION.

Signature

Date

Print Name

LIBERTY EVENTS

COMPLAINT FORM

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment and/or discrimination, you are encouraged to complete this form and submit it to the Human Resources Department. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the Company will complete this form, provide you with a copy, and follow its sexual harassment and discrimination prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Preferred Communication Method: ☐ Email ☐ Phone ☐ In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Address:

Work Phone:

COMPLAINT INFORMATION

1. Your complaint of sexual harassment and/or discrimination is about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: ☐ Supervisor ☐ Subordinate ☐ Co-Worker ☐ Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment and/or discrimination occurred:

Is the sexual harassment and/or discrimination continuing? ☐ Yes ☐ No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Print Name: _____

Signature: _____ Date: _____

INSTRUCTIONS FOR EMPLOYERS

If you receive a complaint about alleged sexual harassment and/or discrimination, follow your sexual harassment and/or discrimination prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.



EXHIBIT B

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION New York District Office

This Notice was posted as part of a Consent Decree that resolved a lawsuit brought by the U.S. Equal Employment Opportunity Commission ("EEOC") against your employer in Federal Court. EEOC's lawsuit alleged that a class of female employees were subjected to sex discrimination and/or retaliation.

Federal law prohibits employers from discriminating against or harassing employees and job applicants based on race, national origin, sex (including pregnancy, sexual orientation, and gender identity), religion, color, age, disability, or genetic information. Employers are required to provide reasonable workplace accommodations due to religion, disability, or pregnancy, childbirth, or related medical conditions. Federal law also prohibits employers from retaliating against individuals who complain about or oppose discrimination or participate in any way in the processing of an EEOC Charge.

Your employer and its owners, managers, and supervisors will support and comply with Federal law prohibiting discrimination against any employee because of sex. No employee who asserts his or her rights under the law will suffer retaliation in any form.

As part of the settlement, your employer:

1. Will not subject any employee to sexual harassment, a hostile work environment on the basis of sex, or retaliation;
2. Will maintain and distribute written policies and procedures, in English and Spanish, prohibiting discrimination and retaliation;
3. Will provide training, in English and Spanish, to all current and future employees on Federal anti-discrimination laws;
4. Will require individualized training and increased supervision of the alleged harasser;
5. Will permit EEOC to monitor compliance with the Consent Decree;
6. Will provide EEOC periodic reports on complaints of sex discrimination and retaliation;
7. Will post and distribute this Notice, in English and Spanish; and
8. Will pay monetary damages to a class of employees subjected to sex discrimination and/or retaliation;

Should you have a complaint of discrimination, retaliation, or a failure to accommodate, you may report it to any EEOC office throughout the United States, including the New York District Office, at:

Equal Employment Opportunity Commission
33 Whitehall Street, 11th Floor, New York, New York 10004
(800) 669-4000 TTY: (800) 669-6820 www.eeoc.gov

Dated: _____

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE ALTERED OR DEFACED BY ANYONE OR
COVERED BY ANY OTHER MATERIAL**

This notice must remain posted for three and a half (3.5) years from date shown above. Any question concerning this Notice or compliance with its provision may be directed to the EEOC at the number listed above.



**COMISIÓN DE IGUALDAD DE OPORTUNIDADES
EN EL EMPLEO DE LOS ESTADOS UNIDOS
Oficina del Distrito de Nueva York**

Este Aviso fue publicado como parte de un Decreto de Consentimiento que resolvió una demanda presentada por la Comisión de Igualdad de Oportunidades en el Empleo ("EEOC") de los Estados Unidos contra su empleador en un Tribunal Federal. La demanda de la EEOC alegó que una clase de empleadas fueron objeto de discriminación sexual y/o represalias.

La ley federal prohíbe que los empleadores discriminen o acosen a los empleados y solicitantes de empleo por motivos de raza, origen nacional, sexo (incluido el embarazo, la orientación sexual y la identidad de género), religión, color, edad, discapacidad o información genética. Los empleadores están obligados a proporcionar adaptaciones razonables en el lugar de trabajo debido a la religión, discapacidad o embarazo, parto o condiciones médicas relacionadas. La ley federal también prohíbe que los empleadores tomen represalias contra las personas que se quejan o se oponen a la discriminación o que participan de alguna manera en el procesamiento de un cargo de la EEOC.

Su empleador y sus propietarios, gerentes y supervisores apoyarán y cumplirán con la ley federal que prohíbe la discriminación contra cualquier empleado por razón de sexo. Ningún empleado que haga valer sus derechos en virtud de la ley sufrirá represalias en ninguna forma.

Como parte del acuerdo, su empleador:

1. No someterá a ningún empleado a acoso sexual, un ambiente de trabajo hostil sobre la base del sexo o represalias;
2. Mantendrá y distribuirá políticas y procedimientos escritos, en inglés y español, que prohíban la discriminación y las represalias;
3. Proporcionará capacitación, en inglés y español, a todos los empleados actuales y futuros sobre las leyes federales contra la discriminación;
4. Requerirá capacitación individualizada y una mayor supervisión del presunto acosador;
5. Permitirá a la EEOC supervisar el cumplimiento del Decreto de Consentimiento;
6. Proporcionará informes periódicos a la EEOC sobre quejas de discriminación sexual y represalias;
7. Publicará y distribuirá este Aviso, en inglés y español; y
8. Pagará daños monetarios a una clase de empleados sujetos a discriminación sexual y / o represalias;

Si tiene una queja de discriminación, represalias o falta de adaptación, puede reportarla a cualquier oficina de la EEOC en los Estados Unidos, incluyendo la Oficina del Distrito de Nueva York, en:

**Equal Employment Opportunity Commission
33 Whitehall Street, 11th Floor, New York, New York 10004
(800) 669-4000 TTY: (800) 669-6820 www.eeoc.gov**

Fechado: _____

**ESTE ES UN AVISO OFICIAL Y NO DEBE SER ALTERADO O DESFIGURADO
POR NADIE O CUBIERTO POR CUALQUIER OTRO MATERIAL.**

Este Aviso debe permanecer publicado durante tres años y medio (3.5) a partir de la fecha que se muestra arriba. Cualquier pregunta relacionada con este Aviso o el cumplimiento de su disposición puede dirigirse a la EEOC al número que se indica arriba.

EXHIBIT C

[LIBERTY WAREHOUSE LETTERHEAD]

_____, 2021

{Insert Employee Name and Contact Info}

Dear Employee:

Liberty Events d/b/a as Liberty Warehouse (“Liberty Warehouse”) recently entered into a Consent Decree that resolved a lawsuit brought by the U.S. Equal Employment Opportunity Commission (“EEOC”) regarding allegations that a class of female employees were subjected to sex discrimination and/or retaliation. Enclosed please find a copy of the Notice of Lawsuit, which is also posted at Liberty Warehouse.

Liberty Warehouse is committed to providing a workplace free from discrimination, harassment and retaliation as evidenced by the enclosed Anti-Discrimination and Anti-Harassment Policy, which is currently in effect. The policy provides a comprehensive overview of the discriminatory conduct and harassment that is prohibited at Liberty Warehouse. The policy also outlines the proper procedures for making a complaint if you believe you or another employee is subject to discriminatory conduct or harassment and a complaint form that can be used to make a complaint. Liberty Warehouse’s policy also contains procedures for management tasked with investigating and responding to any complaints or reports of discrimination and /or harassment.

If you have any questions regarding Liberty Warehouse’s Anti-Discrimination and Anti-Harassment Policy, please reach out to Brendan McGinn, Liberty Warehouse’s Human Resources Manager at 917-472-0765.

Sincerely,

_____ at Liberty Warehouse